



**NOTICE OF THE
JOINT SESSION BETWEEN THE
FOUNTAIN HILLS TOWN COUNCIL
AND
THE FOUNTAIN HILLS UNIFIED SCHOOL
DISTRICT BOARD**

Mayor Linda M. Kavanagh

Councilmember Dennis Brown

Councilmember Alan Magazine

Vice Mayor Nick DePorter

Councilmember Art Tolis

Councilmember Henry Leger

Councilmember Cecil A. Yates

Jill Reed, President

Edith Stock, Vice President

Dr. C.T. Wright, Boardmember

Judy Rutkowski, Boardmember

Dr. Wendy Miedel Barnard, Boardmember

TIME: 5:30 PM

WHEN: TUESDAY, FEBRUARY 21, 2017

**WHERE: FOUNTAIN HILLS TOWN HALL COUNCIL CHAMBERS
16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, ARIZONA**

Councilmembers of the Town of Fountain Hills will attend either in person or by telephone conference call; a quorum of the Town's various Commission, Committee or Board members may be in attendance at the Council meeting.

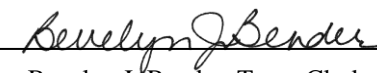
Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

- **CALL TO ORDER** – Mayor Linda M. Kavanagh

AGENDA

1. Introduction of attending members by Mayor Kavanagh.
2. Discussion relating to the possible rezoning and sale of surplus vacant Fountain Hills Unified #98 School District property.
3. Update on the State Trust Land.
4. Discussion relating to intergovernmental agreements between the Town of Fountain Hills and the Fountain Hills School District.
 - a. Resolution 2007-26 – Intergovernmental Agreement relating to shared use of District and Town facilities
 - b. Resolution 2007-01 – Intergovernmental Agreement relating to construction, installation, operation, maintenance and joint use of facilities for recreational and athletic facilities
 - c. Resolution 2003-68 – Intergovernmental Agreement relating to Channel 99
5. Discussion regarding placement of signage recognizing the Fountain Hills High School State Champions.
6. Discussion regarding the East Valley Institute of Technology (EVIT) facility located at the 4 Peaks Elementary School site.
7. Discussion relating to the Town budgeted Fountain Hills School District's Resource Officer position.
8. Discussion regarding the Town's paid use of School buses for summer recreation programs and other uses.
9. Discussion regarding whether or not regular joint meetings should be established between the Fountain Hills Town Council and the Fountain Hills Unified School District Board and at what frequency.
10. Adjournment

DATED this 16th day of February, 2017.


Bevelyn J. Bender, Town Clerk

The Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 480-816-5100 (voice) or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting or to obtain agenda information in large print format. *Supporting documentation and staff reports furnished the Council with this agenda are available for review in the Clerk's office.*



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 2/21/2017

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Development Services

Staff Contact Information: Robert Rodgers, Development Services Director, rrodgers@fh.az.gov

REQUEST TO COUNCIL (Agenda Language):

Discussion relating to the possible rezoning and/or sale of surplus vacant Fountain Hills School District property.

Applicant: NA

Applicant Contact Information: NA

Owner: Fountain Hills Unified School District 98

Owner Contact Information: P.O. Box 18049 Fountain Hills Blvd, Fountain Hills, AZ 85268

Property Location: 15680 N. Aspen Drive, Fountain Hills
15516 E. El Lago Blvd, Fountain Hills
12055 N. Arroyo Vista Drive, Fountain Hills

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background):

The Fountain Hills Town Council and the Fountain Hills Unified School District have scheduled a joint meeting on February 21, 2017.

In preparation for the discussion item regarding the three large vacant properties owned by the School District, Town staff has reviewed each property's zoning status along with its maximum potential residential development density under current zoning. It must be noted that the "maximum" allowable residential density will be very difficult to achieve due to topographic and access limitations on these properties. A reasonable assumption would be that the achievable density will be about half the maximum allowed by the zoning district under standard single-family subdivision processes. A slightly higher density (about 75%) may be possible if a cluster design concept is used.

Staff has attached information regarding each property's size, zoning and density allowances for your reference.

Additionally, staff has been advised that should the School District wish to sell one or more of the sites, there may be requests to rezone it/them to allow for a higher residential density than allowed by current zoning prior to that sale. All three school sites are currently zoned for single-family residential uses.

Staff has also included a separate list of all the residential zoning districts, both single-family and multi-family, in Fountain Hills. The list includes each district's minimum lot size requirements, minimum lot area per dwelling unit, and each district's allowable density equivalents has been noted as "dwellings per acre".

Finally, staff has prepared a very quick outline of the Town processes involved in any potential sale or rezoning of the properties.

Risk Analysis (options or alternatives with implications): NA

Fiscal Impact (initial and ongoing costs; budget status): NA

Budget Reference (page number): NA

Funding Source: NA

If Multiple Funds utilized, list here: NA

Budgeted; if No, attach Budget Adjustment Form: NA

Recommendation(s) by Board(s) or Commission(s): NA

Staff Recommendation(s): To be discussed at the meeting.

List Attachment(s):

1. Property Spec Sheets (3)
2. Listing of Residential Zoning Districts
3. Process Outline

SUGGESTED MOTION (for Council use): No action necessary at this time.

Prepared by:

Robert Rodgers  2/13/2017
Robert Rodgers, Development Services Director

Approved:

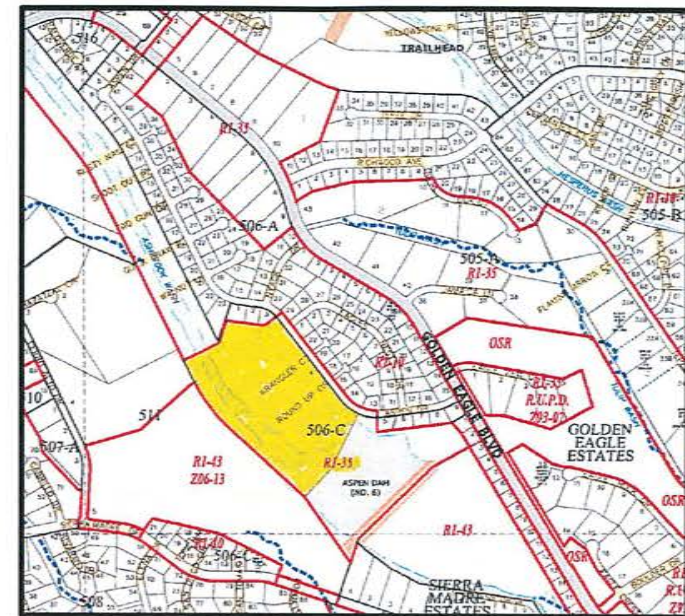
 Grady E. Miller 2/14/2017
Grady E. Miller, Town Manager

Owner Information

Owner Name: FOUNTAIN HILLS SCHOOL DIST 98
Property Address: 15680 N ASPEN DR FOUNTAIN HILLS 85268
Mailing Address: PO BOX 18049 FOUNTAIN HILLS AZ 85268
Deed Number: 11580-0650

Property Information

Lat/Long: 33.628542, -111.748360
S/T/R: 4 3N 6E
Jurisdiction: FOUNTAIN HILLS
Zoning: **R1-35** (A maximum of 24 houses could be approved for this property) *
Lot Size (sq ft): 869,022 (20 Acres)
MCR #: 159-31
Subdivision: FOUNTAIN HILLS AZ FP 506C 1-9 21-41 BLK 2 TR B C
Lot #: 4



R1-6 Single-Family Residential
Minimum Lot Size = 6,000 sq ft
Equivalent to 7.3 dwellings / acre

R1-8 Single-Family Residential
Minimum Lot Size = 8,000 sq ft
Equivalent to 5.4 dwellings / acre

R1-10 Single-Family Residential
Minimum Lot Size = 10,000 sq ft
Equivalent to 4.4 dwellings / acre

R1-18 Single-Family Residential
Minimum Lot Size = 18,000 sq ft
Equivalent to 2.4 dwellings / acre

R1-35 Single-Family Residential
Minimum Lot Size = 35,000 sq ft
Equivalent to 1.2 dwellings / acre

R1-43 Single-Family Residential
Minimum Lot Size = 43,000 sq ft
Equivalent to 1 dwelling / acre

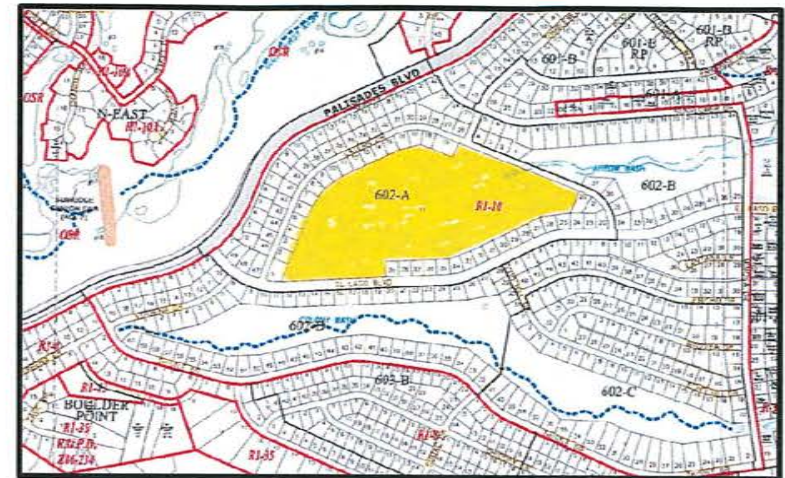
* This does not take Hillside Terrain, Right-of-Ways, or other similar restrictions into consideration.

Owner Information

Owner Name: FOUNTAIN HILLS SCHOOL DIST 98
Property Address: 15516 E EL LAGO BLVD FOUNTAIN HILLS 85268
Mailing Address: PO BOX 18049 FOUNTAIN HILLS AZ 85268
Deed Number: 11580-0651

Property Information

Lat/Long: 33.606120, -111.743354
S/T/R: 16 3N 6E
Jurisdiction: FOUNTAIN HILLS
Zoning: **R1-10** (A maximum of 155 houses could be approved for this property) *
Lot Size (sq ft): 1,551,389 (35.6 Acres)
MCR #: 381-34
Subdivision: FOUNTAIN HILLS AZ F P 602-A LTS 19,40 BLK 2 REPL
Lot #: 40



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Minimum Lot Size = 6,000 sq ft
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Equivalent to 2.4 dwellings / acre

R1-35 Single-Family Residential

Minimum Lot Size = 35,000 sq ft
Equivalent to 1.2 dwellings / acre

R1-43 Single-Family Residential

Minimum Lot Size = 43,000 sq ft
Equivalent to 1 dwelling / acre

* This does not take Hillside Terrain, Right-of-Ways, or other similar restrictions into consideration.

Owner Information

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Property Address: 12055 N ARROYO VISTA DR FOUNTAIN HILLS 85268
Mailing Address: PO BOX 18049 FOUNTAIN HILLS AZ 85268
Deed Number: 09778-0286

Property Information

Lat/Long: 33.596358, -111.719871

S/T/R: 23 3N 6E

Jurisdiction: FOUNTAIN HILLS

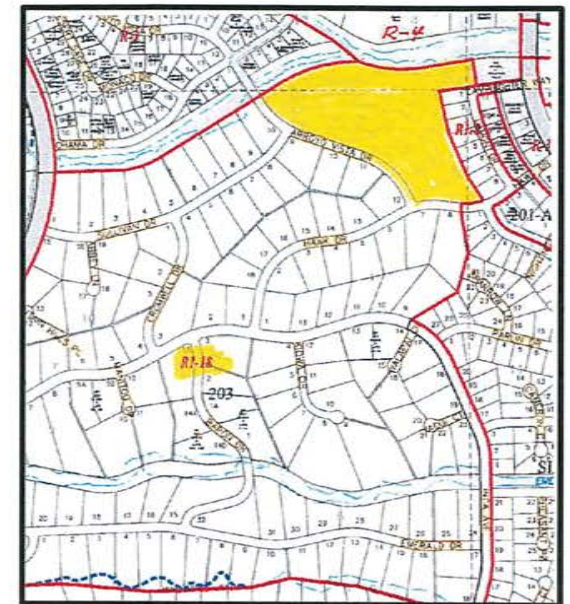
Zoning: **R1-18** (A maximum of 38 houses could be approved for this property) *

Lot Size (sq ft): 684,328 (15.7 Acres)

MCR #: 149-29

Subdivision: FOUNTAIN HILLS AZ FP 203

Lot #: 1



R1-6 Single-Family Residential

Minimum Lot Size = 6,000 sq ft
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R-2 Multi-Family Residential

Minimum Lot Size = 6,000 sq ft (Min per DU = 4,000 sq ft) Equivalent to 10 dwellings / acre

R-3 Multi-Family Residential *Maximum Density in a Commercial Zone

Minimum Lot Size = 6,000 sq ft (Min per DU = 3,000 sq ft) Equivalent to 14 dwellings / acre

R-4 Multi-Family Residential

Minimum Lot Size = 6,000 sq ft (Min per DU = 2,000 sq ft) Equivalent to 21 dwellings / acre

R-5 Multi-Family Residential

Minimum Lot Size = 6,000 sq ft (Min per DU = 1,740 sq ft) Equivalent to 25 dwellings / acre

M-1 Multi-Family Residential

Minimum Lot Size = 24,000 sq ft (Min per DU = 5,445 sq ft) Equivalent to 8 dwellings / acre

M-2 Multi-Family Residential

Minimum Lot Size = 24,000 sq ft (Min per DU = 4,356 sq ft) Equivalent to 10 dwellings / acre

M-3 Multi-Family Residential

Minimum Lot Size = 24,000 sq ft (Min per DU = 3,630 sq ft) Equivalent to 12 dwellings / acre

Process

1. School District decides to sell one or more properties.
 - A. District decides NO = Stop
 - B. District decides YES = Continue
 - 1) As is, with current zoning
(Fastest & least costly)
 - 2) Rezoned to a higher residential density allowance
(Public Hearing process, 3 months, minor expenses)
 - 3) Rezoned and conceptually designed for development
(Public Hearing process, 6 months, moderate expenses)
2. School District places sale on the ballot.
 - A. Voters say NO = Stop
 - B. Voters say YES = Continue
3. Buyer submits their proposal to the Town for approval.
(Public Hearing process, 6 - 8 months)

Town of Fountain Hills Staff Presentation



Vacant School District Parcels Discussion



15680 N. ASPEN DRIVE

This map shows a residential neighborhood with a complex street grid. Three specific locations are highlighted with red markers. Green arrows point from green callout boxes to each marker. A blue lake is visible on the right side of the map. The map is enclosed in a blue dashed border.

15516 E. EL LAGO BLVD

12055 N. ARROYO VISTA DRIVE

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Mailing Address: PO BOX 18049 FOUNTAIN HILLS AZ 85268
Deed Number: 11580-0650

Property Information

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S/T/R: 4 3 N 6 E

Jurisdiction: FOUNTAIN HILLS

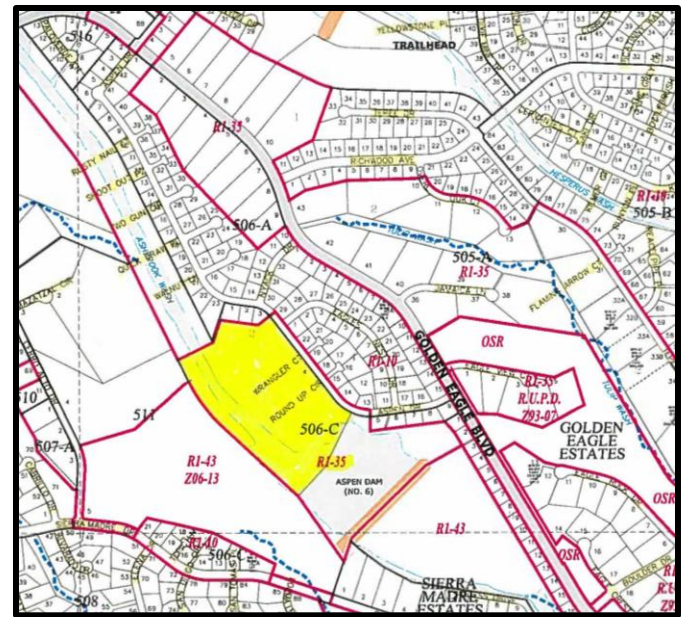
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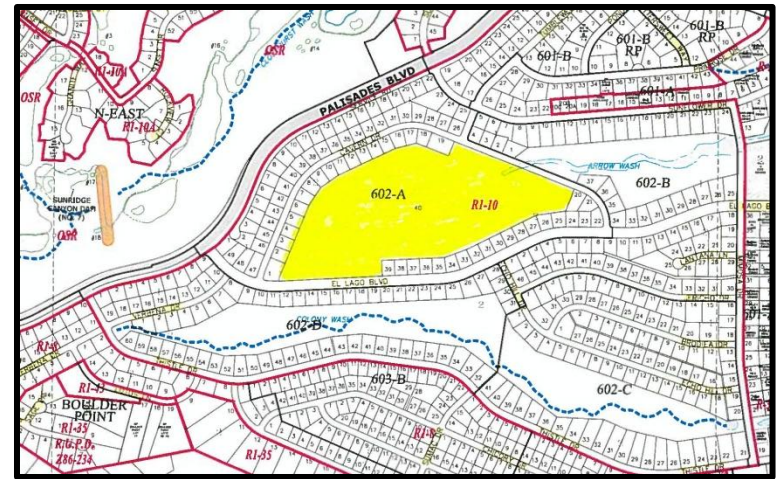
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S/T/R: 23 3N 6E

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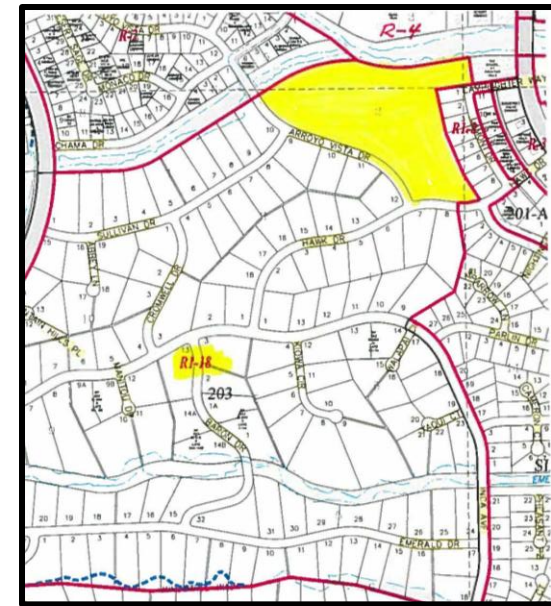
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Residential District Comparisons

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**Maximum Density in a Commercial Zone*

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 - A. Voters say NO = Stop
 - B. Voters say YES = Continue
3. Buyer submits their proposal to the Town for approval.
(Public Hearing process, 6 - 8 months)

INTERGOVERNMENTAL AGREEMENTS

When recorded, please return to:

Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Attn: Planning & Zoning

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-0703902 06/19/07 12:49 PM
1 OF 6

GASTELUMP

CAPTION HEADING:

Intergovernmental Agreement with Fountain Hills Unified School District No. 98 for Shared Facility Use.

This is part of the official document.



Copies Routed To:

- ☐ Administration
- ☐ Engineering
- ☐ Planning and Zoning
- ☐ Parks & Recreation
- ☐ Magistrate Court

ASSOCIATED MYLAR MCR # _____

BOOK OF MAPS _____ ON PAGE _____

RESOLUTION NO. 2007-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH FOUNTAIN HILLS UNIFIED SCHOOL DISTRICT NO. 98 FOR SHARED FACILITY USE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. That the Intergovernmental Agreement between the Town of Fountain Hills (the "Town") and Fountain Hills Unified School District No. 98 (the "District"), relating to shared use of District and Town facilities (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.


PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills, Arizona, June 7, 2007.

FOR THE TOWN OF FOUNTAIN HILLS:



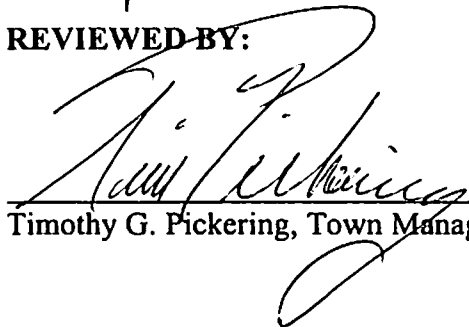
W. J. Nichols, Mayor

ATTESTED TO:



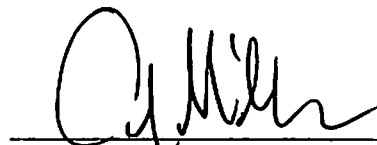
Bevelyn J. Bender, Town Clerk

REVIEWED BY:



Timothy G. Pickering, Town Manager

APPROVED AS TO FORM:



Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2007-26

[Agreement]

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
THE FOUNTAIN HILLS UNIFIED SCHOOL DISTRICT NO. 98**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of June 7, 2007, by and between the Fountain Hills Unified School District No. 98, a political subdivision of the State of Arizona (the "District") and the Town of Fountain Hills, an Arizona municipal corporation (the "Town").

RECITALS

A. ARIZ. REV. STAT. §§ 11-951 and 11-952 authorize intergovernmental agreements by and between political subdivisions and political agencies such as the District and the Town. Further, the District is authorized by ARIZ. REV. STAT. §§ 15-342.13 and the Town is authorized by Town Code § 2-1-2 to enter into intergovernmental Agreements.

B. The Town, from time to time, wishes to utilize District facilities for public meetings and recreational and physical development programs and activities and the District wishes to utilize facilities of the Town for the conduct of public meetings and recreational and physical development programs and activities.

C. The parties hereto desire to make their respective facilities available for such use by each other as permitted by law and under terms and conditions set forth herein.

D. The Town and the District have previously entered into the following intergovernmental agreements with respect to shared use of facilities: (i) September 11, 1994 (dealing with general use of facilities); (ii) November 2, 1995 (dealing with the Four Peaks Elementary School Athletic Field); (iii) October 23, 1996 (dealing with the Palisades Basketball Courts); and (iv) July 24, 2000 (merging of preexisting IGA's)(collectively, the aforementioned intergovernmental agreements are referred to herein as the "Prior Intergovernmental Agreements"). On April 7, 2005, the parties merged and superceded those Prior Intergovernmental Agreements into a single agreement (the "Merged Agreement").

E. The parties now desire to amend and restate the terms of the Merged Agreement and provide for automatic renewal thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the promises and covenants set forth below, the parties hereby agree as follows:

1. Term; Termination. This Agreement shall be effective pursuant to ARIZ. REV. STAT. § 11-952(G) on the date it is recorded in the office of the Maricopa County Recorder and shall remain in full force and effect for a period of two years. This Agreement shall thereafter be automatically renewed for additional two-year periods unless it is terminated by either party for any reason and without the statement of cause simply upon delivery of written notice of intention to terminate delivered to the other party 180 days prior to the actual date of termination. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

2. Applicability. The Town property subject to this Agreement includes certain facilities located at the following: Parcel "A" of the Four Peaks Elementary School site, as depicted on the survey completed by Project Engineering Consultants, Ltd., dated May 30, 1997(the "Parcel A"), Four Peaks Neighborhood Park, Desert Vista Park, Golden Eagle Park, Fountain Park and the Fountain Hills Community Center (collectively referred to herein as the "Town Facilities"). The District property subject to this Agreement includes certain facilities located at the following: Four Peaks Elementary, McDowell Mountain Elementary, and Fountain Hills High School and Middle School, commonly known as multipurpose rooms, gymnasiums, football, baseball, softball, and soccer fields, lecture halls, team rooms, libraries and exterior basketball courts (collectively referred to herein as the "District Facilities").

3. Joint Use of Facilities. The Town wishes to make the Town Facilities available to the District and the District wishes to make the District Facilities available to the Town, including space upon and within existing properties and buildings as well as that involving new facilities, for reciprocal use for various public purposes including, but not limited to recreational programs, public meetings of councils, boards and commissions, and similar public functions and educational programs. By way of example, the School District wishes to make certain physical facilities at Four Peaks Elementary, McDowell Mountain Elementary, and Fountain Hills High School and Middle School known as multipurpose rooms, gymnasiums, football, baseball, softball, and soccer fields, lecture halls, team rooms, libraries and exterior basketball courts, available to the residents of the Town for use during after-school hours, District recesses, District holidays, District vacation days, and on weekends. Similarly, the Town wishes to make certain physical facilities located at Four Peaks Neighborhood Park, Desert Vista Park, Golden Eagle Park, Fountain Park and Fountain Hills Community Center available to the use of the School District, such as a lighted baseball, softball and soccer fields, control buildings with restrooms, ramadas, bleachers, a span bridge (pedestrian footbridge) and botanical walkways, meeting rooms, ball rooms and kitchen facilities. In addition to the foregoing, the parties hereby agree to such additional facility use as set forth below:

a. Community Center. Rooms at the Fountain Hills Community Center may be reserved by either the High School Athletic Director or District Office personnel without fee for up to 15 events per school year; provided, however, that the Town shall have priority in scheduling the Community Center Facilities.

b. Palisades Basketball Courts. The Town shall be responsible for the scheduling and use of the basketball courts at all times during evenings, District recesses, vacation days and weekends. The School District shall have exclusive rights of use at other times, and shall have priority for school-related functions at any time. The School District acknowledges and understands that the Town may, in fact, charge an incidental fee to users of

the facility for the use of the lights, but that the fee is not a rental for the use of the School property. The Town shall be solely responsible for all costs associated with installation, operation, and maintenance of the lights during the term of this Agreement. The Town shall retain ownership of the lights for the term of the Agreement, and if the Agreement is either terminated or not renewed for any reason, then the Town shall have 180 days from the date of such termination within which to remove the lights from the campus. Should the Town elect not to remove the lights from the campus within said 180 days, then the lights shall become the property of the School District. The School District shall make available to the Town and maintain its parking facilities during the after-school, evening and vacation days upon which the basketball courts are being used by the Town at no additional charge to the Town. The School District shall be solely responsible for the maintenance, cleanliness and safety of the court surface, poles, rims, and netting, and shall maintain them in a manner to ensure that the courts will be useable for nighttime activity. The maintenance of the courts shall be equal to that which is provided by the Town at Golden Eagle Park Courts.

c. Four Peaks Elementary School Athletics Field. The School District will retain rights of use without payment of fees of the Four Peaks Athletic Field during school hours between 8:00 A.M. and 3:30 P.M.

d. Parcel A. With respect to the lighted soccer field and other facilities on Parcel A, the School District shall have a right to use the property and any improvements thereon during all school days and for scheduled after-school activities, as approved and scheduled by the Town, without payment of fees to the Town. The Town shall be solely responsible for all costs associated with the installation, operation and maintenance of the soccer field lights and other utilities applicable to Parcel A during the existence of this Agreement. The Town shall be responsible for the schedule and use of the field at all times. The Town shall be totally responsible for the maintenance of the soccer field and shall maintain it in the standard and to such a degree that the field will be useable for nighttime activity. The maintenance of the field shall be equal to that being provided by the Town at Golden Eagle Park.

4. Facility Use; Scheduling. Except as otherwise specifically provided herein, usage of each party's facilities will occur with the mutual consent and agreement of the Town and School District; the terms and conditions of such usage may include times, dates, areas and/or buildings to be used, along with specific provisions for the allocation of responsibility for fees, oversight, maintenance, operation and other issues incident to the use of the facilities. The School District will submit its one hundred eighty (180) day schedule (District calendar) to Town as soon as reasonably practicable to aid in advance coordination of facility use. However, nothing herein shall be construed to bar the submission of a scheduling request upon shorter notice. The Town will provide to the School District its schedule for facilities covered by this Agreement to aid in achieving timely coordination of events scheduled by the Town. The usage schedules for each party's facilities are controlled and/or approved by the Town Manager and the District Superintendent. The Manager and Superintendent will work together to resolve any issues specific to these responsibilities or procedures.

5. Supervision. The Town and the School District will provide adequate adult supervision for any program or activity one party conducts on the other party's premises. The

party conducting the activity shall have the sole responsibility for the conduct and control of the program or activity being conducted on the other party's premises.

6. Field Lighting. The Town understands and acknowledges that it shall be responsible for, and use its best efforts to correct, any complaints or problems that may arise from neighbors or surrounding property occupants concerning the use of lights on athletic fields during evening hours. The Town also agrees to indemnify and defend any and all claims or litigation that may arise as a result of complaints or problems filed by neighbors or surrounding property occupants, or otherwise arising from the use of athletic fields or facilities scheduled by the Town during the term of this Agreement.

7. Maintenance. Any facility used by either the Town or the School District shall be left in an orderly and clean condition at the conclusion of the activity by the party using the facility. Any damage, other than the normal wear and tear, done to any building or other facility shall be repaired and/or replaced, as appropriate, by the party responsible for the damage.

8. Insurance. The parties hereto agree to secure and maintain insurance coverage for any risks which may arise out of the terms, obligations, operation and actions provided in this Agreement. The parties to this Agreement shall provide to each other a Certificate of Insurance or a Declaration of Self Insurance indicating as a minimum the following coverage:

a. Comprehensive general liability coverage including, but not limited to, personal injury liability and broad form property damage. The minimum amount for such coverage shall be \$1,000,000.00 combined single limit.

b. As to the employees of each of the parties a Certificate or other evidence indicating that the employees are covered for claims arising out of Workers Compensation as required by the law of the State of Arizona.

c. The Certificate of Insurance or Memorandum of Self Insurance shall indicate that the other party is named as "additionally insured" pursuant to the provisions of this Agreement.


9. Indemnity. In addition to the insurance provisions set forth above, each party hereby also agrees to indemnify and hold harmless the other, including elected officials, officers, administrators or employees from any and all liability resulting from personal injury or death or damage to property of third parties arising out of the use of the facilities, for claims alleging the negligence or intentional acts of the elected officials, officers, administrators or employees of the party which did not sponsor or schedule the event as to which such claims are made and as to which the indemnifying party was the sponsor or scheduling entity.

10. Annual Budgets. The parties agree and acknowledge that each party has fiscal responsibilities in connection with this Agreement. The governing bodies shall, pursuant to the budget laws of the State of Arizona, make every effort to annually include in their operating budgets sufficient funds for the performance of their mutual obligations contained herein.

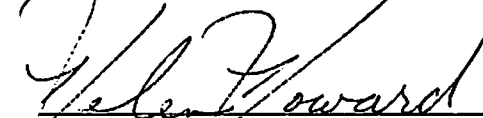
11. Dispute Resolution. The parties agree that if there is a dispute as to the terms and conditions of this Agreement, or a dispute as to the terms and conditions or the relative equity of the operation and use of a facility or athletic field, the Superintendent of the School District and the Town Manager shall meet and attempt to resolve any disputes or concerns prior to the matter coming before the Governing Board or Council of the respective bodies.

12. Posting Information. The parties agree that it's in the best interests of both that the exchange and distribution of materials with information for the public regarding respective programs, classes, athletic events, etc. should occur. Therefore, both agree to the posting and/or distribution of information to students and/or the public be provided by either party as may be requested.


TOWN OF FOUNTAIN HILLS


W. J. Nichols, Mayor

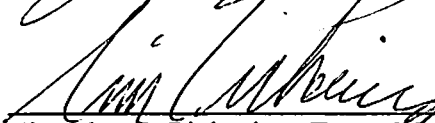
FOUNTAIN HILLS UNIFIED
SCHOOL DISTRICT NO. 98


Helen Howard, President
Fountain Hills School Board

ATTEST:


Bevelyn J. Bender, Town Clerk

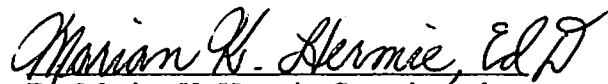
REVIEWED BY:


Timothy G. Pickering, Town Manager


ATTEST:


Secretary of the School Board

REVIEWED BY:


DE Marian K. Hermie, Superintendent

PURSUANT TO the provisions of ARIZ. REV. STAT. § 11-952.D., this Agreement has been submitted to and approved by the attorney for each of the public agencies who certify that, with respect to their respective clients only, the Agreement is in proper form and it is within the powers and authorities granted under the laws of this State to the School District and Town.


Andrew J. McGuire, Town Attorney


David K. Penole Attorney for District

RESOLUTION NO. 2007-01

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH FOUNTAIN HILLS UNIFIED SCHOOL DISTRICT NO. 98 FOR SHARED FACILITY USE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. That the Intergovernmental Agreement between the Town of Fountain Hills (the "Town") and Fountain Hills Unified School District No. 98 (the "District"), relating to the construction, installation, operation, maintenance and joint use of recreational and athletic facilities (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement.

PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills, Arizona, February 1, 2007.

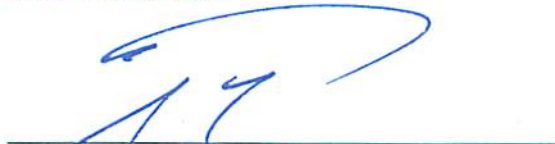
FOR THE TOWN OF FOUNTAIN HILLS:


W. J. Nichols, Mayor


ATTESTED TO:


Bevelyn J. Bender, Town Clerk

REVIEWED BY:


Timothy G. Pickering, Town Manager

APPROVED AS TO FORM:


Andrew J. McGuire, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
THE FOUNTAIN HILLS UNIFIED SCHOOL DISTRICT NO. 98
FOR THE
CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE AND
JOINT USE OF RECREATIONAL AND ATHLETIC FACILITIES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into February 1, 2007, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and the Fountain Hills Unified School District No. 98, a political subdivision of the State of Arizona (the "District"). The Town and the District are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. ARIZ. REV. STAT. §§ 11-951 and 11-952 authorize intergovernmental agreements by and between political subdivisions and political agencies such as the District and the Town. Further, the District is authorized by ARIZ. REV. STAT. §§ 15-342.13 and the Town is authorized by Town Code § 2-1-2 to enter into intergovernmental Agreements; and

B. The Town and the District have identified a need to enhance recreational and physical development programs and activities within the Town by creating two recreational facilities (collectively, the "Facilities") on real property owned by the District (collectively, the "Project Sites"), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference; and

C. The Town and the District previously entered into an intergovernmental agreement on April 7, 2005, for the purpose of establishing procedures for joint use of Town and District Facilities (the "Joint Use IGA").

D. The Parties desire to enter into this Agreement to provide for the construction, installation, operation, maintenance and joint use of the Facilities for recreational and physical development programs and activities. The Town and the District intend to amend the Joint Use IGA to include the Facilities, upon completion.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state, confirm and agree as follows:

1. Development of the Facilities.

a. Ownership of the Property and Facilities. The District shall retain ownership of the Project Sites. No course of conduct or actions by the Town will entitle the Town to any ownership, title or interest in any of the real property associated with the Project Sites. Upon completion, the Town shall dedicate the Facilities to the District in consideration of the District's (i) grant of perpetual license set forth in subsection 1(b) below and (ii) promise to operate, maintain and repair the Facilities as set forth in Section 3 below.

b. Grant of Perpetual Licenses. The District hereby grants to the Town, its employees, agents, guests, customers, invitees and licensees, a perpetual license in, on, over, and across the Project Sites and the District property adjacent to the Facilities, for design and construction of the Facilities and thereafter the use of it by the Town, and its employees, agents, guests, customers, invitees and licensees, in accordance with and subject to the terms of this Agreement.

c. Document Review Procedures. The Parties shall jointly prepare the master development plan for the Facilities. The Town shall be responsible for (1) the selection of the design and engineering firms and (2) providing the design of the Facilities. The plans, specifications and other construction documents for the Facilities shall be subject to joint review and approval by the Parties. The Town shall provide the District the opportunity to comment on all items that affect the design of the Facilities. Coordination shall include meetings and information exchanges between corresponding personnel at all levels. The Parties shall jointly review and comment on all engineering studies, technical data and specifications provided for the design and construction of the Facilities under a schedule determined by the Parties to ensure timely progress on and completion of improvements in accordance with the terms herein. If the Town receives no comments on construction drawings and specifications, including all modifications and changes thereto, within 30 days following delivery to the District, the District will be deemed to have approved the construction drawings and specifications (such approved construction drawings and specifications are referred to herein as the "Construction Plans").

d. Contractor Selection. The work and improvements within the Facilities shall be completed in accordance with applicable law. The Town shall administer the construction contract(s) necessary for the Facilities. The Town shall have the usual rights of the owner of a public construction contract, including the authority to approve changes (subject to the District's reasonable approval, and subject to the document review procedures set forth above, with respect to the Facilities) and make payments. The Town shall enter into all construction, supply and other contracts for the work to be performed and materials to be supplied in connection with the Facilities.

e. Construction. The Facilities shall be constructed by the Town in substantial conformity with the Construction Plans; provided, however that the total cost of the Facilities shall not exceed the amount mutually agreed upon by the Town and the District prior to award of a contract for construction of same (the "Maximum Cost"), which mutual agreement shall be evidenced in writing, signed by persons authorized to bind each party. If the cost of construction based on the Town's Construction Plans exceeds the Maximum Cost, and if the

Town none-the-less proceeds with construction of the Facilities, the Town shall be solely responsible for those additional costs. The District shall have the right to require and pay for enhancements and upgrades to the Facilities. If reasonably feasible, any such enhancements and/or upgrades required by the District shall be constructed or installed as "add-ons" or "change orders" to existing contracts for the Facilities. The Town shall furnish a representative to perform the usual and customary functions of a project manager.

f. Inspection and Acceptance of Facilities. The Town shall be responsible for conducting all mandated inspections of the Facilities.

2. Facility Use. The Town, the District and the public shall be entitled to use the Facilities in accordance with the Joint Use IGA.

3. Operation, Maintenance and Repair.

a. Facilities Inspection, Repairs and Planned Maintenance Needs. The District shall bear all costs necessary for preventative maintenance, required maintenance and repairs to the Facilities. The District shall, not less than quarterly, and more often as needed, review planned maintenance, conduct inspections of the Facilities and develop preventative maintenance plans, as well as identify any maintenance needs, repairs and associated costs. All work associated with any and all repairs and maintenance needs for the Facilities shall be completed and/or coordinated by the District, through its usual and customary procurement process. In the event that the District fails to meet its maintenance obligations as set forth herein, the Town may, in its sole discretion, complete, or cause to be completed, such maintenance and repairs, the cost of which shall be reimbursed to the Town by the District within 30 days of notice thereof from the Town. If the Facilities are damaged in the course of such maintenance or repair, and the District believes that the damage is due to the negligence of the Town or its contractors, the District shall provide prompt written notice to the Town. The Parties shall meet within five working days of the date of the notice to discuss liability and repair issues. If the Parties are unable to agree on those issues, and it is determined through an administrative or judicial proceeding that the damage was caused by the acts or omissions of the Town or its employees, officials, officers, officials, agents or contractors, the Town shall reimburse the District for the reasonable costs of repairs or reconstruction of the Facilities.

b. Custodial Services. The District shall bear all costs necessary for custodial services needed for the Facilities. In the event that the District fails to meet its maintenance obligations as set forth herein, the Town may, in its sole discretion, complete, or cause to be completed, such maintenance and repairs, the cost of which shall be reimbursed to the Town by the District within 30 days of notice thereof from the Town.

c. Utilities. The District shall bear all costs necessary for all utility services for the Facilities including, but not limited to, electrical, gas, water and phone services, as applicable.

4. Indemnification and Insurance.

a. Indemnification. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any negligent act or intentional misconduct of the indemnifying Party or its departments, officers, employees or agents.

b. Insurance. The Town shall require, as a part of any contract for construction of the Facilities, that builder's risk insurance is maintained in the amount of 100% of the replacement cost of the Facilities at all times during the construction thereof. Thereafter, the District shall maintain in full force and effect for the entire term of this Agreement such policies of insurance as necessary to cover the full replacement cost of the Facilities and both Parties shall maintain in full force and effect for the entire term of this Agreement commercial liability insurance, naming the other party as an additional insured, from a reliable insurance company authorized to transact business in Arizona in the amount of not less than \$1,000,000 per occurrence for bodily injury or death.

5. Posting Information. The Parties agree that it is in the best interests of both that the exchange and distribution of materials with information for the public regarding respective programs, classes, athletic events and other activities at the Facilities should occur. Therefore, both agree to the posting and/or distribution of information to students and/or the public be provided by either party as may be requested.

6. Term. The term of this Agreement shall be 20 years (commencing on the date hereof), unless it is sooner terminated (i) in accordance with Sections 7 or 9 below, or (ii) by mutual written consent of the Parties. This Agreement shall thereafter automatically renew for successive one-year terms, unless either Party gives notice to the other not less than 30 days prior to the end of the then-current term that it does not wish to renew this Agreement.

7. Termination; Cancellation.

a. Default. In addition to any lawfully available remedies for breach of this Agreement, this Agreement may be terminated by either Party for material cause 60 days after written notice is given to the defaulting Party specifying the cause of the breach if such default is either not cured within said 60-day period or the cure thereof is not commenced within such 60-day period and thereafter continuously and diligently pursued to conclusion. In no event shall such cure period extend longer than 120 days.

b. Cancellation. Each Party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under ARIZ. REV. STAT. § 38-511, as amended.

8. Disposition of Facilities Upon Termination of Agreement. In the event this Agreement is terminated or cancelled pursuant to Section 7 above or Section 9 below after construction of the Facilities has commenced, the District shall purchase the Facilities from the Town not less than one year after the date of such termination or cancellation. The purchase

price of the Facilities shall be the fair market value of the Facilities on the date of termination of cancellation, as determined by an appraisal method as follows. Each Party shall choose a qualified appraiser, who then jointly shall select a third, who shall conduct the appraisal. In the event the Parties' appraisers are unable or unwilling to appoint a third, the Parties shall each submit a list of three qualified appraisers to the Presiding Judge of the Arizona Superior Court, Maricopa County, who shall select a qualified appraiser who shall conduct the appraisal.

9. Continuation Subject to Appropriation. The performance by each Party of its obligations under this Agreement is subject to actual availability of funds appropriated by each Party for such purposes. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds for its obligations. The obligation of either Party to fund any obligation pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Party. If the town Council or the District Board fails to appropriate money sufficient to meet its obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Parties shall thereafter be relieved of any subsequent obligation under this Agreement.

10. Miscellaneous.

a. Assignment. Neither Party may assign, sublet, mortgage or encumber any right or interest under this Agreement without the prior written consent of the other Party, which consent may be withheld by the other Party in its absolute and sole discretion.

b. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (3) given to a recognized and reputable overnight delivery service, to the address set forth below or (4) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Fountain Hills
16836 East Palisades Boulevard
Fountain Hills, Arizona 85268
Facsimile: 480-837-3145
Attn: Timothy Pickering, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

If to the District:

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (4) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

c. Approvals. With respect to any provision of this Agreement requiring the consent or approval of either Party as to any matter, unless specifically provided to the contrary in the particular provision requiring such consent or approval, that consent or approval shall not be unreasonably withheld or unreasonably delayed by the Party whose consent or approval is required.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

e. Attorneys' Fees. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

f. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

g. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements.

h. Amendments. This Agreement may be amended only by an instrument in writing, approved by the governing body of each Party and signed by the Parties.

i. Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

j. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

l. Recordation of Agreement: Effective Date. This Agreement shall be filed with the Maricopa County Recorder pursuant to ARIZ. REV. STAT. § 11-952(G) upon its execution. Notwithstanding the date of recordation, this Agreement shall be effective as of the date first set forth above.

m. Time of Essence. Time is of the essence with respect to the performance of each and every term, condition, and obligation of this Agreement

n. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

o. Nondiscrimination. Neither Party shall illegally discriminate in either the provision of services to any person or in the employment of any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each Party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"Town"

TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation



Wallace J. Nichols, Town Manager

"District"

FOUNTAIN HILLS UNIFIED SCHOOL
DISTRICT NO. 98, a political subdivision
of the State of Arizona

By: 

Name: TIM R. LEEDY

Title: Assistant Superintendent

ATTEST:


Bevelyn J. Bender, Town Clerk

ATTEST:


Secretary of the School Board

REVIEWED BY:


Timothy G. Pickering, Town Manager

REVIEWED BY:


Dr. Marian K. Hermie, Superintendent

PURSUANT TO the provisions of ARIZ. REV. STAT. § 11-952.D., this Agreement has been submitted to and approved by the attorney for each of the public agencies who certify that, with respect to their respective clients only, this Agreement is in proper form and it is within the powers and authorities granted under the laws of this State to the District and Town.


Andrew J. McGuire, Town Attorney


David K. Paule, Attorney for District

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
THE FOUNTAIN HILLS UNIFIED SCHOOL DISTRICT NO. 98
FOR THE
CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE AND
JOINT USE OF RECREATIONAL AND ATHLETIC FACILITIES

[Project Sites]

See following pages.

COMMUNITY USE OF SCHOOL FACILITIES

It shall be the policy of the Board to grant the use of school facilities to any person, group or organization for any recreational, educational, political, economic, artistic, moral, social, or other civic purposes in the interest of the community, including extended day resource programs. Such use shall not interfere with any school activity.

Except for activities that result in personal or corporate gain, the authorized representative of the Board may approve the use of school facilities by nonschool organizations. Charges shall be made according to the schedule of fees developed by the Superintendent and approved by the Board. Proof of liability insurance with minimum limits of one million dollars (\$1,000,000) shall be required for the use or lease of school property pursuant to A.R.S. 15-1105. The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property. If damage to the facilities occurs as the result of irresponsibility on the part of the applicant, charges shall be made to cover the amount of the damage.

The Governing Board reserves the right to cancel any agreement if, after investigation, it is deemed that such use is not in the best interest of the District.

Adopted: November 19, 2003

LEGAL REF.: A.R.S. 15-511
 15-1105
 15-1141 to 15-1143
 16-411

CROSS REF.: A - Educational Mission and Belief Statement
 AC - Non - discrimination / Equal Opportunity
 EDC - Authorized Use of School-Owned Materials and
 Equipment

REGULATION**COMMUNITY USE OF
SCHOOL FACILITIES**

The building principal may deny a request to provide space for use as a polling place if within two (2) weeks after a request has been made the principal provides a written statement indicating a reason why the election cannot be held in the school that includes any of the following:

- Space is not available at the school.
- A disruption of the normal school activities would occur.
- The safety or welfare of the students would be jeopardized.

Posting of political signs and other electioneering activities will not be permitted on school property at any time, including on Election Day at school sites used as polling places.

REGULATION**COMMUNITY USE OF
SCHOOL FACILITIES**

The following are regulations and procedures for the use of school facilities:

- Necessary application forms shall be obtained from the School that you wish to use, filled out, and returned to that School's Administrative Office for processing.
- Each application must be submitted at least two (2) weeks in advance.
- If a rental charge is required, it shall be paid in the District business office. All checks shall be made payable to Fountain Hills Unified School District #98.
- School premises shall not be available on such occasions or during such hours as have been scheduled in advance by the various school principals for school exercises or functions in connection with regular schoolwork. School activities shall always be given priority for use of facilities.
- Persons or organizations using any school facility that includes a stage and stage equipment shall not be permitted to remove or displace furniture or apparatus. Pianos shall not be moved on or off the stage except under the direction of District personnel.
- Access to rooms or facilities other than approved by application shall not be permitted.
- No intoxicants, tobacco products or narcotics shall be used in or about school buildings and premises, including playing fields, nor shall profane language, quarreling, fighting, or gambling be permitted.
- The programs offered in or during the use of any school premises shall at no time contain any matter that might tend to cause a breach of the peace, or that constitutes subversive doctrine or seditious utterances, or that agitates for changes in our form of government or social order by violence or unlawful methods.
- Juvenile organizations must have adult sponsorship and supervision.
- Responsibility for loss or damage to any equipment, furniture, or portion of the facility rests solely with the person/group receiving the permit. Such damage shall be reported to the principal of the facility involved.
- No preparations shall be used on the floors at any time by groups using the building for dancing.

REGULATION

- No person shall erect any engine, motor, or other machinery on the premises or use any gas, electricity, flammable liquid, or charcoal therein without prior approval from the Administrator for Support Services.
- No portions of the sidewalks, entries, passageways aisles, doors, elevators, vestibules, windows, ventilators, lighting fixtures, or ways of access to the public utilities of the premises shall be obstructed or caused to be used for any purpose other than ingress or egress. Any damage resulting from any misuse of any portion of the premises shall be paid for by the applicant.
- The applicant shall not post or permit to be posted any sign upon the premises or anything that will tend to injure, mar, or in any manner deface the premises, and will not permit nails, hooks, adhesive fasteners, tacks, or screws to be installed on any part of the building or premises. Signs may be posted only on billboards provided for such use. The hanging of pictures, banners, or any other items on walls or draperies requires prior written approval by the Administrator for Support Services.
- The applicant shall not distribute, circulate, or permit to be circulated any advertising matter or written programs at the entrance to or on any part of the premises that does not pertain completely to the activities of the applicant as understood by the District. At no time shall any such advertising matter or programs be distributed or circulated on parking facilities or sidewalks adjacent to the facilities.
- Persons will not be permitted inside any facility in excess of the established capacity. Enforcement of this requirement rests solely with the applicant.
- Food or drinks shall not be allowed inside the District buildings without prior approval by the Administrator for Support Services.
- The applicant has the responsibility to obtain any additional permits and licenses required by law and shall permit inspection by appropriate agencies and persons.
- A school employee shall be on the school grounds at any time facilities are being used by outside groups. When custodians normally are not on duty, any group using school facilities must pay for the custodian's time, in addition to any rental fee as prescribed.
- All functions must end as per the prearranged contract conditions. Facilities must be vacated by 11:00pm. unless permission is otherwise granted specifically in the contract. It is the responsibility of the applicant to see that this procedure is followed.
- Equipment such as projectors, record players, microphones, etc., will be available for use under these regulations, provided supervisory arrangements

REGULATION

have been made with school personnel.

- Any person applying for the use of school property on behalf of any society, group, or organization shall be an official representative of the applicant group and must present written authorization from the applicant group to make such application.
- Before using school facilities, it is the responsibility of the organization to provide proof of liability insurance in accordance with Arizona Revised Statutes. The Fountain Hills Unified School District #98 shall be named in the policy as "additional insured."
- The District reserves the right to reschedule any or all facilities for another purpose or group should a priority need arise.
- The use of school facilities on days when school is not in session will be subject to the availability of a District custodian. The fees charged on such days will reflect the additional cost of the employment of a custodian by the District.
- It is mandatory that at least one lunchroom employee be in attendance when the kitchen is to be used. Arrangements for use of the kitchen and determination of the charges involved shall be made by the District authorities. Charges will be based upon the number of employees involved and the number of hours worked.
- Violation of these rules by any organization during occupancy shall be sufficient cause for denying further use of school premises to the organization.

REGULATION**COMMUNITY USE OF
SCHOOL FACILITIES****Compensated Use**

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may be offset by goods contributed or services rendered by the lessee. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

A schedule of fees and direct expenses shall be adopted annually. This schedule shall include the following categories of usage:

- *Category I.* School-sponsored and non-fund-raising, nonprofit groups that are specified by law or involve a majority of students from the District. This user category is exempt from facility rental fees, but subject to all personnel cost incurred by the District. This class includes, but is not limited to, staff and student groups or clubs, school teams, parent councils, PTA/PTO, booster clubs, et cetera.
- *Category II.* Groups and organizations that for the most part do not involve only students from the District and/or will not likely perform educational functions for District students. This category of user is also subject to all personnel and out of pocket costs incurred by the District. Equipment rental fees will apply to this group as well. This class includes, but not limited to, Scouts, Campfire Girls, Little League, Pop Warner, and Soccer.
- *Category III.* Commercial or profit making organizations. (See schedule).

Any individual, group, or organization presumptively classified as Category II may submit a request for uncompensated use of school facilities, which shall include an explanation of why uncompensated use should be permitted. The Superintendent is authorized to make the final decision on such request.

Uncompensated Use

The Superintendent may permit the uncompensated use of school buildings and grounds by any District or school related group, or by any non-school related community nonprofit organization whose membership is open to the public, provided that the activity for which the facility is to be used promotes the educational function of the School District. "Education function" means

REGULATION

uses that are directly related to the educational mission of the District as adopted by the Board and includes the educational mission related uses of parent - teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District.

The mission of the District is found in section A of the policy manual. The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

"Uncompensated use" means that the group or organization pays only the District's direct costs resulting from the use of the facilities. The Board has determined, in good faith, that recreational or educational activities for the youth residing within the District's boundaries promote the educational function of the District.



COMMUNITY USE OF SCHOOL FACILITIES

APPLICATION FOR USE OF SCHOOL FACILITIES

Date of application 8/28/08 Date of use 11/8/08
 Starting time 8 AM Ending time 2 PM
 During the hours from 8 AM to 2 PM
 Request for use of STUDENT PARKING LOT
 (School Facility)
 Request made by TOWN OF FOUNTAIN HILLS
 (Sponsoring Group or Organization)

Note: For a series of meetings during the current school year, all dates must be listed on a separate sheet and attached to this application.

Facility desired

☐ Multipurpose room (Gym) ☒ Outside area (specify) PARKING LOT
☐ Classroom ☐ Other (specify) _____
☐ Library Expected attendance _____

The purpose of this meeting or function is ELECTRONICS RECYCLING

Admission charge: ☐ Yes ☒ No

The following equipment will be needed (equipment requested will be provided only if available at the school to be used).


NONE



Name of organization TOWN OF FOUNTAIN HILLS
 Address of organization 16705 E. AVE OF THE FOUNTAINS Phone (480) 816-5100
 Name of responsible party RICK DAVIS Title TOWN MANAGER
 Responsible party's home address _____ Phone _____
 Proof of liability insurance ON FILE
 Name of insurance company _____

I hereby certify that I am authorized by the organization named below to and, accordingly, do agree to the following: (1) such organization shall assume full responsibility for any loss or damage sustained to the District property, premises, furniture, or equipment resulting from such use; (2) such organization agrees to abide by and enforce the rules, regulations, and policies of the Fountain Hills Unified School District #98 in addition to complying with all laws of the United States and the state of Arizona, as well as applicable county ordinances; (3) such organization shall assume full responsibility for personal injury sustained by any person and hold the District harmless in all situations as a result of such use and waive all District liability; (4) pay the usual and customary fee for such use; and (5) furnish proof of liability insurance for the use or lease of school property pursuant to A.R.S. 15-1105 in the minimum amount of \$1,000,000 and that the Fountain Hills Unified School District #98 is named in the policy as "additional insured." Insurance forms are to be sent to the District office.

x

 9/8/08
 Signature of Responsible Party Date

Do not write below this line

Billing information: ☐ Exempt ☐ Not exempt
 Date application received _____ Fee for facility _____
 Other charges _____
 Invoice No. _____ Date _____ Rec. No. _____

Request approved by:

 Principal Administrator for Support Services

COMMUNITY USE OF SCHOOL FACILITIES (FACILITIES FEE SCHEDULE)

Basic schedule for Monday through Friday use, District holidays and vacations excluded.

These rates are on a per-hour basis.

Facility Description	Category I	Category II	Category III
General Classroom	N/C	N/C	\$15.00
Life Management	N/C	N/C	\$30.00
			No equipment or supplies
Library	N/C	N/C	\$20.00
Multipurpose Room	N/C	N/C	\$40.00
Small Gymnasium	N/C	N/C	\$40.00
Large Gymnasium	N/C	N/C	\$50.00
Computer Lab	N/C	N/C	\$20.00
Lecture Hall	N/C	N/C	\$20.00
Track	N/C	N/C	\$85.00
			4 hr. Maximum charge
Football Field	N/C	N/C	\$85.00 per day (8 hrs.)
Baseball Field	N/C	N/C	\$100 per day (8 hrs.)
Softball Field	N/C	N/C	\$60.00 per day (8 hrs.)
Cafeteria	N/C	N/C	\$30.00
Dance Room	N/C	N/C	\$20.00
Art/Drawing	N/C	N/C	\$20.00
			No equipment or supplies

1. The cost of cleanup is not included in this fee and will be charged unless done by user.
2. These fees are figured to the nearest one-half hour.
3. The facilities can be used only on days when regular school is in session unless special arrangements are made with the Administrator of Support Services.
4. Organizations needing chairs, tables, etc., will be responsible for "setup" and "takedown."
5. Smoking is prohibited in the buildings and anywhere on the school property.
6. Possession or consumption of alcoholic beverages or controlled substances in the buildings or on the school grounds is prohibited.
7. If security guards are necessary for parking and/or supervision, the applicant will contract directly with an established security company.
8. Restrooms are included with all outdoor athletic areas.

FEES FOR SPECIAL EQUIPMENT
(for all categories)

Table and chairs (setup and takedown)	\$10.00 per 100 chairs
District equipment; i.e., audiovisual, musical, etc. (excluding Category I).....	\$2.50 per unit
Custodial/cafeteria employee fees	\$15.00 per hour regular time
.....	\$25.00 per hour overtime
Lighting for sports field/gymnasium	\$7.50 per hour
Kitchen Equipment per use determined by Principal	
Athletic Equipment per use determined by Principal	

RESOLUTION NO. 2003-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FOUNTAIN HILLS UNIFIED SCHOOL DISTRICT NO. 98 RELATING TO CHANNEL 99.

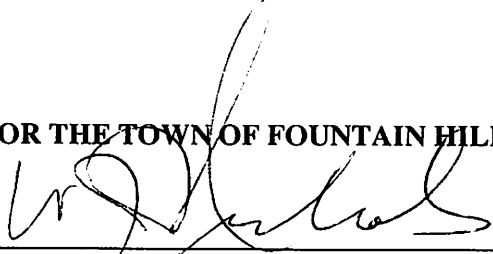
BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. That the Intergovernmental Agreement between the Town of Fountain Hills and the Fountain Hills Unified School District No. 98 relating to Channel 99 (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement.

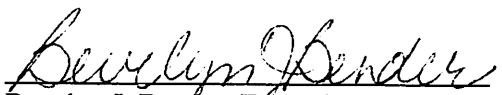
PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills; Arizona, December 18, 2003.

FOR THE TOWN OF FOUNTAIN HILLS:



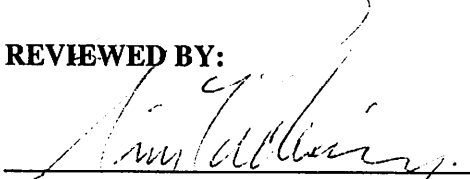
W. J. Nichols, Mayor

ATTESTED TO:



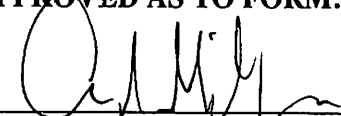
Bevelyn J. Bender, Town Clerk

REVIEWED BY:



Tim G. Pickering, Town Manager

APPROVED AS TO FORM:



Andrew J. McGuire, Town Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE FOUNTAIN HILLS UNIFIED SCHOOL DISTRICT
AND
THE TOWN OF FOUNTAIN HILLS**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of Dec 18, 2003, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and the Fountain Hills Unified School District, an Arizona school district (the "District").

RECITALS

A. The Town entered into a cable license agreement with Cox Communications on April 6, 1995 (the "License Agreement") for the purpose of permitting Cox access to the Town's streets and infrastructure for the purpose of providing cable services to residents of the Town of Fountain Hills.

B. As part of the License Agreement the Town has access to Cox Cable Channel 99 for purposes of educational programs.

C. The District has constructed facilities from which it desires to create programming to be placed on Channel 99.

D. The Town desires to permit the District to control all aspects of programming for Channel 99.

E. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §15-342.

F. The Town is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants set forth below, the parties hereby agree as follows:

1. **Term: Termination.** This Agreement shall commence upon the date set forth above and shall remain in full force and effect for a period of one year thereafter. This Agreement shall automatically renew for successive one-year periods unless, not less than thirty days prior to the end of the initial term or any extension thereof either party shall give notice to the other of its intent not to renew this Agreement on the anniversary date thereof. Either party may terminate this Agreement on thirty days written notice to the other party at the addresses indicated below.

2. Town's Obligations. The Town shall provide the District with access to Channel 99 and with limited technical assistance to the District or its students with production assistance for programming to be placed on Channel 99.

3. District Obligations. The District shall:

a. Channel 99 contents. The District shall be responsible for any and all determinations as to the content of programming to be placed on Channel 99. In making such determinations, the District hereby agrees that it shall fully comply with any restrictions upon such programming created by any applicable federal, state or local law, including but not limited to the Federal Cable Act.

b. Production Responsibilities. The District shall be solely responsible for presenting tot the Town video material in a form ready for broadcast such that no significant Town staff time is required to prepare such material for broadcast on Channel 99.

c. Indemnity. To the fullest extent permitted by law, the District shall defend, indemnify and hold harmless the Town, its agents, representatives, officers, directors, officials and employees for, from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the District, its employees, agents, or any tier of subcontractors in the performance of this Agreement. District's duty to defend, hold harmless and indemnify the Town, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement of any employee of the District or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the District may be legally liable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

4. Notices and Request. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified. Return receipt requested, to the address set forth below (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the Town:	Town of Fountain Hills
	16836 E. Palisades Boulevard
	Fountain Hills, Arizona 85269
	Facsimile: 480-837-3145
	Attn: Tim Pickering, Town Manager

With copy to: JORDEN, BISCHOFF, MCGUIRE & ROSE, P.L.C.
7272 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251
Facsimile: 480-505-3901
Attn: Andrew J. McGuire, Esq.

If to the District: Fountain Hills Unified School Dist.
16000 E. Palisades Blvd.
Fountain Hills, AZ 85268
Attention: Superintendent

With a copy to: Jennings Strouss & Salmon, P.L.C.
The Collier Center
11th Floor
201 E Washington St.
Phoenix, AZ 85004-2385

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

5. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies).

6. Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8. Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the Town of Fountain Hills and the Fountain Hills Unified School District have executed this Agreement as of the date first set forth above.

"Town"

TOWN OF FOUNTAIN HILLS, an Arizona,
municipal corporation

By: 

W. J. Nichols, Mayor

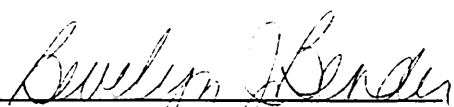
"District"

FOUNTAIN HILLS UNIFIED SCHOOL
DISTRICT NO. 98, an Arizona school
district

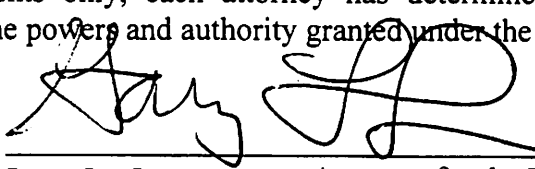
By: 

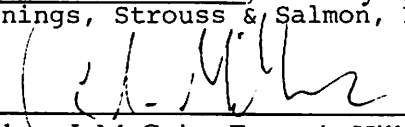
Dr. Marian K. Hermie
Superintendent of Schools

ATTEST:


Bevelyn J. Bender, Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. §11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.


Gary L. Lassen, Attorney for the District
Jennings, Strouss & Salmon, P.L.C.


Andrew J. McGuire, Fountain Hills Town Attorney